

Table of Contents	Page
-------------------	------

PART I - THE SCHEDULE	A-1
SECTION A - SOLICITATION/CONTRACT FORM.....	A-1
SF 33 SOLICITATION, OFFER AND AWARD	A-1
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS	B-1
B.1 CONTRACT TYPE	B-1
B.2 SUPPLIES OR SERVICES	B-1
B.3 FIXED PRICE LINE ITEMS	B-2
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF OBJECTIVE.....	C-1
SECTION D - PACKAGING AND MARKING	D-1
D.1 AS 501 ENVIRONMENTALLY SAFE PACKAGING (NOV 1997)	D-1
SECTION E - INSPECTION AND ACCEPTANCE.....	E-2
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	E-2
E.2 DELIVERABLES SCHEDULE	E-1
SECTION F - DELIVERIES OR PERFORMANCE.....	F-1
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	F-1
F.2 EFFECTIVE DATE AND CONTRACT PERIOD (FEB 2006).....	F-2
SECTION G - CONTRACT ADMINISTRATION DATA.....	G-1
G.1 HUDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (FEB 05 2008).....	G-1
G.2 HUDAR 2452.237-73 CONDUCT OF WORK AND TECHNICAL GUIDANCE	G-1
SECTION H - SPECIAL CONTRACT REQUIREMENTS	
H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	H-1
H.2 PERFORMANCE STANDARDS	H-1
PART II - CONTRACT CLAUSES	I-1
SECTION I - CONTRACT CLAUSES.....	I-1
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	J-1
SECTION J - LIST OF ATTACHMENTS	J-1
PART IV – REPRESENTATIONS AND INSTRUCTIONS.....	K-1
SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS.....	K-1
K-1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006).....	K-1
SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICEES TO OFFERORS OR RESPONDENTS.....	L-1
L.1 NOTICE OF LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE.....	
L.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	
L.3 52.216-1 TYPE OF CONTRACT (APR 1984).....	
L.4 SUBMISSION OF PROPOSAL.....	

L.5 GENERAL INSTRUCTIONS & STRUCTURE FOR VOLUMES I & II.....

L.6 OTHER INFORMATION.....

L.7 SMALL BUSINESS SUBCONTRACTING COMMITMENTS & GOALS.....

L.8 BASIS OF CONTRACT AWARD

L.9 RESPONSIBILITY SURVEY.....

L.10 52.233-2 SERVICE OF PROTEST (SEP 2006).....

L.11 AS 2112 SPECIAL INSTRUCTIONS REGARDING LOBBYING DISCLOSURES.....

SECTION M – EVALUATION FACTORS FOR AWARD.....M-1

M-1 NOTICE OF LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE.L.....

M-2 EVALUATION PROCESS.....

M.3 AS 2301 RELATIVE IMPORTANCE OF TECHNICAL EVALUATION FACTORS TO COST OR PRICE.....

M-4 TECHNICAL & MANAGEMENT PROPOSAL EVALUATION CRITERIA.....

M-5 EVALUATION OF OFFERORS WITHOUT PAST PERFORMANCE.....

M-6 CHECKING OFFEROR PROVIDED REFERENCES.....

M-7 SMALL BUSINESS SUBCONTRACTING COMMITMENTS &GOALS.....

M-8 BASIS OF CONTRACT AWARD.....

M-9 SINGLE AWARD.....

PART I - THE SCHEDULE

THE CONTRACT SCHEDULE SET FORTH IN **SECTIONS B THROUGH H**, HEREIN, CONTAINS CONTRACTUAL INFORMATION PERTINENT TO THIS SOLICITATION. IT IS **NOT** AN EXACT REPRESENTATION OF THE CONTRACT DOCUMENT THAT WILL BE AWARDED AS A RESULT OF THIS SOLICITATION. THE CONTRACT COST OR PRICE AND OTHER CONTRACTUAL PROVISIONS PERTINENT TO THE OFFEROR WILL BE DISCUSSED IN THE NEGOTIATION PROCESS AND WILL BE INCLUDED IN THE RESULTANT CONTRACT. THE ENCLOSED CONTRACT SCHEDULE IS INTENDED TO PROVIDE THE OFFEROR WITH THE NECESSARY INFORMATION TO UNDERSTAND THE TERMS AND CONDITIONS OF THE RESULTANT CONTRACT.

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1. CONTRACT TYPE

The contract type is Firm Fixed Priced.

B.2 SUPPLIES OR SERVICES – BRIEF DESCRIPTION

The US Department of Housing and Urban Development, (HUD), Office of Housing/ Office of Finance and Budget (DAS/OFAB) has a requirement for a HECM Service Provider (SP). The SP will provide a cost-effective web-based service that can support the Home Equity Conversion Mortgage (HECM) program, commonly known as the FHA reverse mortgage program. The applicable NAICS code is 519190. This procurement is a full and open competition and will be conducted in accordance with Federal Acquisition Regulations (FAR) Part 15 procedures. HUD anticipates awarding one firm-fixed priced contract with one 12-month base and four 12-month options.

B.3 FIXED PRICE LINE ITEMS /PRICES

BASE PERIOD (September 30, 2009 through September 29, 2010)

CLIN	Description	Quantity	Unit	Unit Price	Total
0001	Transition In (Firm Fixed Price) Task I, IAW PWS, Exhibit 2, paragraph 8	1	Each	\$	\$
	*Contractor shall provide a separate table indicating proposed labor categories and labor hours for the transition task.				
0002	Transition In (Firm Fixed Price) Task II, IAW PWS, Exhibit 2, paragraph 8	3	Months	\$	\$
	*Contractor shall provide a separate table indicating proposed labor categories and labor hours for the transition task.				
	Total Base Period				\$

FIRST OPTION PERIOD (September 30, 2010- through September 2011)

CLIN	Description	Quantity	Unit	Unit Price	Total
0102	Monthly operational service fee for ending monthly inventory of active cases not to exceed 1,250,000. Task II, IAW PWS, Exhibit 2, paragraph 8	12	Months	\$	\$
0103	Monthly incremental increase for each fixed unit of 1 to 250,000 active cases in inventory at month ending exceeding the base amount of 1,250,000 in that month. Task II, IAW PWS, Exhibit 2, paragraph 8	1 (Qty is an estimate and the unit price quoted will be binding)	Each incremental increase of 250,000 active cases	\$	\$
	Total Option Period 1				\$

SECOND OPTION PERIOD (September 30, 2011 through September 29, 2012)

CLIN	Description	Quantity	Unit	Unit Price	Total
0201	Monthly operational service fee for ending monthly inventory of active cases not to exceed 1,250,000. Task II, IAW PWS, Exhibit 2, paragraph 8	12	Months	\$	\$
		B-3			

0202	Monthly incremental increase for each fixed unit of 1 to 250,000 active cases in inventory at month ending exceeding the base amount of 1,250,000 in that month. Task II, IAW PWS, Exhibit 2, paragraph 8	2 (Qty is an estimate, and the unit price quoted will be binding)	Each incremental increase of 250,000 active cases	\$	\$
	Total Option Period 2				\$

THIRD OPTION PERIOD (September 30, 2012 through September 29, 2013)

CLIN	Description	Quantity	Unit	Unit Price	Total
0301	Monthly operational service fee for ending monthly inventory of active cases not to exceed 1,250,000. Task II, IAW PWS, Exhibit 2, paragraph 8	12	Months	\$	\$
0302	Monthly incremental increase for each fixed unit of 1 to 250,000 active cases in inventory at month ending exceeding the base amount of 1,250,000 in that month. Task II, IAW PWS, Exhibit 2, paragraph 8	3 (Qty is an estimate and the unit price quoted will be binding)	Each incremental increase of 250,000 active cases	\$	\$
	Total Option Period 3		B-4		

FOURTH OPTION PERIOD (September 30, 2013 through September 29, 2014)

CLIN	Description	Quantity	Unit	Unit Price	Total
0401	Monthly operational service fee for ending monthly inventory of active cases not to exceed 1,250,000. Task II, IAW PWS, Exhibit 2, paragraph 8	12	Months	\$	\$
0402	Monthly incremental increase for each fixed unit of 1 to 250,000 active cases in inventory at month ending exceeding the base amount of 1,250,000 in that month. Task II, IAW PWS, Exhibit 2, paragraph 8	4 (Qty is an estimate and the unit price quoted will be binding)	Each incremental increase of 250,000 active cases	\$	\$
	Total Option Period 4				\$

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF OBJECTIVE

(The Performance Work Statement is incorporated as Attachment 1)

SECTION D - PACKAGING AND MARKING

D.1 AS 501 ENVIRONMENTALLY SAFE PACKAGING (NOV 1997)

The offeror or contractor shall package non-breakable deliverables (reports, proposals, studies, etc.) using environmentally safe packaging materials (e.g., recycled paper). The packaging methods shall be in accordance with the best commercial practices and provide adequate protection during shipping and handling.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.hud.gov>
<http://www.hud.gov/offices/cpo/hudar.cfm>
<http://www.arnet.gov/far/loadmainre.html>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
2452.246-70	INSPECTION AND ACCEPTANCE	FEB 2006

E.2 DELIVERABLES SCHEDULE

This section outlines the schedule of deliverables for the contract. Softcopies of written deliverables are to be provided in HUD-standard format on CD to the GTR in the timeframe specified. Application software delivered for pilot (UAT) purposes is required to be fully functional and to meet all requirements. The SP Application must have been fully tested and certified by the Contractor that it complies with all of the PWS specifications. Issues that are discovered during the pilot period must be corrected prior to full production implementation, unless otherwise agreed by the GTR and GTMs.

All data All data in the HECM system is to be delivered to HUD in a format TBD at the end of the contract.

The following is the schedule of deliverables for the base period, also known as Task I.

SCHEDULE OF DELIVERABLES

This section outlines the schedule of deliverables for the contract, expressed in calendar days. Softcopies of written deliverables are to be provided in HUD-standard format on CD to the GTR in the timeframe specified. Application software delivered for pilot (UAT) purposes is required to be fully functional and to meet all requirements. The SP Application must have been fully tested and certified by the Contractor that it complies with all of the SOW specifications. Issues that are discovered during the pilot period must be corrected prior to full production implementation, unless otherwise agreed by the GTR and GTMs.

The following is the schedule of deliverables for the base period, also known as Task I.

Title of Deliverable	Due Date	Unit and Quantity
Management documents (Section C, page 8, paragraph 3; 5.6 through 5.6.2)	Within 30 days after award, then at the end of each month	1 Set Initial Documents 11 Monthly Updates
Weekly Status Reports (Section C, page 8, paragraph 3; 5.6.3; 7.1.1)	COB Weekly on Fridays	52 Status Reports
In-Process Review Agendas and Minutes (Section C, page 8, paragraph 3; 5.6.3; 7.1.1)	Weekly	52 Agendas 52 IP Review Minutes
Briefing Materials (Section C, page 8, paragraph 3; 5.6.4)	As Needed	4 Presentations
Functional Requirements 1) Underwriting/Servicing, 2) Claims/Notes, 3) Accounting, and 4) Reporting and Other (Section C, page 7, paragraph 3; 7.3.1)	Within 90 days after contract award	4 Business Process and Rules Documents
Underwriting/Servicing Implemented for Pilot (Section C, 5.1 A and B; 7.5.1)	Within 180 days after award	Underwriting/Servicing
Claims/Notes Implemented for Pilot (Section C, 5.1 C and D; 7.5.1)	Within 200 days after award	Claims/Notes
Accounting Implemented for Pilot (Section C, 5.2; 7.5.1)	Within 220 days after award	Accounting
Reporting and Other Implemented for Pilot (Section C, 5.3 through 5.5; 7.5.1)	Within 240 days after award	Reporting and Other
Training Developed and Executed 1) Underwriting/Servicing, 2) Claims/Notes, 3) Accounting, and 4) Reporting and Other (Section C, page 7, paragraph 4; 6.1.6 (documents); 7.5.2)	Within 7-14 days before each pilot implementation	4 Training Sessions plus written Training materials
Pilot Assessment 1) Underwriting/Servicing, 2) Claims/Notes, 3) Accounting, and 4) Reporting and Other (Section C, page 7, paragraph 5 – continued on page 8; 7.5.4)	Within 10 days after the completion of each pilot period	4 Pilot Assessment Reports plus implementation of corrections
Correct Pilot Discrepancies and Perform full Implementation (Section C, 5.6.5; 7.3.4 (plan); 7.4; 7.5.4; 7.5.5)	Within 360 days after award	Correct Discrepancies Convert Data and cutover to full Operational Mode

The following is the schedule of deliverables for the operational portion of the base period, also known as Task II.

Title of Deliverable	Due Date	Unit and Quantity
Provide Monthly Reports, Help Desk Support, Operations Services & Operational Updates	During Pilot, Training and Installation processes	Reports/Help Desk/Ops Operational Updates

(Section C, page 8, paragraph 2; 5.6.5; 6.6; 7.3.2)		
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The following is the schedule of deliverables for the remaining years of the contract, also known as Tasks III thru VI.

Title of Deliverable	Due Date	Unit and Quantity
Management documents (Section C, page 8, paragraph 3; 5.6 through 5.6.2)	At the end of each month	12 Monthly Updates
Monthly Status Reports (Section C, page 8, paragraph 3; 5.6.3)	Monthly	12 Status Reports
In-Process Review Agendas and Minutes (Section C, page 8, paragraph 3; 5.6.3)	Monthly	12 Agendas 12 IP Review Minutes
Briefing Materials (Section C, page 8, paragraph 3; 5.6.4)	As Needed	4 Presentations
Provide Monthly Reports, Help Desk Support, Operations Services & Operational Updates (Section C, page 8, paragraph 2; 5.6.5; 6.6; 7.3.2)	On-Going	Reports/Help Desk/Ops Operational Updates

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.hud.gov>

<http://www.hud.gov/offices/cpo/hudar.cfm>

<http://www.arnet.gov/far/loadmainre.html>

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 HUDAR 2452.211-70 EFFECTIVE DATE AND CONTRACT PERIOD (FEB 2006)

(a) The period of performance of this contract is anticipated to be from TBD through TBD. The period of performance includes the final report and all other deliverables as set forth in Description/Specifications of Section C.

(b) If the government decides to exercise all options, the total duration of this contract shall not exceed 5 years.

SECTION G - CONTRACT ADMINISTRATION DATA

**G.1 HUDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION
(FIXED-PRICE) (FEB 05 2008)**

(a) Payment Schedule. Payment of the contract price (see Section B of the contract) will be made upon completion and acceptance of all work.

(b) *Submission of Invoices:*

(1) Invoices shall be submitted as follows: original to the payment office identified on the award document (e.g., in Block 12 on the SF 26 or Block 25 on the SF 33, or elsewhere in the contract) with a copy to the Government Technical Representative (GTR), and a copy to the Contracting Officer. To constitute a proper invoice, the invoice must include all items required by FAR clause 52.232 25, Prompt Payment.

(2) To assist the government in making timely payments, the contractor is also requested to include on each invoice the appropriation number shown on the contract award document (e.g., in Block 14 on the SF 26 or Block 21 on the SF 33). The contractor is also requested to clearly indicate on the mailing envelope that an invoice is enclosed.

(c) *Contractor Remittance Information.* The contractor shall provide the payment office with all information required by other payment clauses or other supplemental information (e.g., contracts for commercial services) contained in this contract.

(f) *Submission of Invoices.* Invoices shall be submitted as follows-- original to the payment office identified on the award document (e.g., in Block 12 on the SF-26 or Block 25 on the SF-33, or elsewhere in the contract) and one copy each to the Government Technical Representative and Contracting Officer. To constitute a proper invoice, the invoice must include all items required by FAR clause 52.232-25, "Prompt Payment."

(End of clause)

G.2 HUDAR 2452.237-73 CONDUCT OF WORK AND TECHNICAL GUIDANCE (FEB 2006)

(a) The Government Technical Representative (GTR) for liaison with the contractor as to the conduct of work is [*to be inserted at time of award*] or a successor designated by the Contracting Officer. The Contracting Officer will notify the contractor in writing of any change to the current GTR's status or the designation of a successor GTR.

(b) The GTR will provide guidance to the contractor on the technical performance of the contract. Such guidance shall not be of a nature which:

(1) Causes the contractor to perform work outside the performance work statement or specifications of the contract;

- (2) Constitutes a change as defined in FAR 52.243 1;**
- (3) Causes an increase or decrease in the cost of the contract;**
- (4) Alters the period of performance or delivery dates; or**
- (5) Changes any of the other express terms or conditions of the contract.**
- (c) The GTR will issue technical guidance in writing or, if issued orally, he/she will confirm such direction in writing within five calendar days after oral issuance. The GTR may issue such guidance via telephone, facsimile (fax), or electronic mail.**
- (d) Certain GTR's duties and responsibilities may be delegated to one or more Government Technical Monitors (GTMs) (see HUDAR subpart 2402.1). The Contracting Officer will notify the contractor in writing of the appointment of any GTMs.**
- (e) The contractor shall promptly notify the Contracting Officer whenever the contractor believes that guidance provided by any government personnel, whether or not specifically provided pursuant to this clause, is of a nature described in paragraph (b) above.**

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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<http://www.hud.gov>

<http://www.hud.gov/offices/cpo/hudar.cfm>

<http://www.arnet.gov/far/loadmainre.html>

NUMBER	TITLE	DATE
2452.239-70	Access to HUD Systems (Deviation)	NOV 2005
2452.239-71	INFORMATION TECHNOLOGY VIRUS SECURITY	(FEB 2006)

H.2 PERFORMANCE STANDARDS

MINIMUM PERFORMANCE STANDARDS

The PWS specifies specific performance requirements that the Contractor must meet. All of the requirements in the PWS are critical to successful achievement of the Government's performance objectives. The Minimum Performance Standards (MPS) Summary identifies the performance requirements that are the most critical to minimizing risks and maximizing returns during the Operational phase of the contract; therefore, these requirements are the focus of quality assurance activities to be addressed in the Quality Control Plan. The table includes information about the frequency of surveillance, and the rate to which the Contractor must meet the performance requirements. The MPS will assist HUD in ensuring that the appropriate performance standards are being measured and will provide standards against which the Contractor may monitor its own performance.

No.	Performance Measure	Quality Assurance Procedure	Frequency	Minimum Satisfactory Rating
1	SP is available to all authorized end-users	GTR verification via operational reports generated by the Contractor's tool(s), which the Contractor must certify as accurate and correct	Monthly	99.5% for up-time - based on the working hours of a month
2	SP is available at an acceptable level of performance in terms of transaction processing response times as proposed and accepted in the Quality Control Plan	GTR verification via operational reports generated by the Contractor's tool(s), which the Contractor must certify as accurate and correct	Monthly	Target transaction processing response times are met at least 95% of the time; exclusive of any latency in HUD's network or the Internet or other environmental factor outside of the Contractor's control
3	SP is available at an acceptable level of performance in terms of query and reporting	GTR verification via operational reports generated by the Contractor's tool(s), which the Contractor must certify as accurate and correct	Monthly	Target query and reporting response times are met at least 95% of the time; exclusive of any latency in HUD's network or the Internet or other environmental factor outside of the Contractor's control.
4	Messaging occurs at an acceptable level of performance	GTR verification via operational reports generated by the Contractor's tool(s), which the Contractor must certify as accurate and correct	Monthly	100% - measured as immediate delivery or error corrected and message re-delivered within 4 hours
5	Help Desk responds to customer inquiries or trouble tickets within 4 hours of the inquiries being made or the trouble tickets being opened	GTR verification via operational reports generated by the Contractor's tool(s), which the Contractor must certify as accurate and correct	Monthly	95%
6	First call/interaction resolution rate (i.e., the percentage of new customer problems that are resolved on the first interaction with the customer) as proposed and accepted in the Operating Performance Section of the Quality Control Plan	GTR verification via operational reports generated by the Contractor's tool(s), which the Contractor must certify as accurate and correct	Monthly	98%
7	Maximum abandonment rate for making an inquiry or opening a trouble ticket (i.e., the number or percent of callers who hang up before reaching an agent)	GTR verification via operational reports generated by the Contractor's tool(s), which the Contractor must certify as accurate and correct	Monthly	2%

R-OPC-23426

8	SP Customer Satisfaction is rated high based on caller survey taken after resolution of an inquiry or trouble ticket	GTR verification via operational reports generated by the Contractor's tool(s), which the Contractor must certify as accurate and correct	Monthly	98%
9	Reports are delivered timely and contain accurate data	GTR verification by viewing the date and content of reports posted to the reports folder	Monthly	95%
10	Incident Report documenting Security Breach/Violations	GTR verification via operational reports generated by the Contractor's tool(s), which the Contractor must certify as accurate and correct	Monthly	100% of known or knowable incidents

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	Dec 2008
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	APR 2008
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEPT 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	Mar 2009
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	APR 2008
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	Mar 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	NOV 2007

52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	NOV 2006	
52.223-6	DRUG-FREE WORKPLACE	MAY 2001	
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	Jun 2008	
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007	
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007	
52.227-14	RIGHTS IN DATA	DEC 2007	
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987	
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997	
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003	
52.232-1	PAYMENTS	APR 1984	
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002	
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984	
52.232-11	EXTRAS	APR 1984	
52.232-17	INTEREST	Oct 2008	52.232-18
	AVAILABILITY OF FUNDS	APR 1984	
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986	
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003	
52.233-1	DISPUTES	JUL 2002	
52.233-3	PROTEST AFTER AWARD	AUG 1996	
52.237-3	CONTINUITY OF SERVICES	JAN 1991	
52.242-13	BANKRUPTCY	JUL 1995	
52.243-1	CHANGES--FIXED PRICE	AUG 1987	
	ALTERNATE I (APR 1984)		
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996	
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007	
52.245-2	GOVERNMENT PROPERTY, PROPERTY INSTALLATION OPERATION SERVICES	JUN 2007	
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997	
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004	
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984	
52.253-1	COMPUTER GENERATED FORMS	JAN 1991	
2452.203-70	PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES	FEB 2006	
2452.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST	FEB 2000	
2452.219-70	SMALL BUSINESS SUBCONTRACTING PLAN COMPLIANCE	FEB 2006	
2452.222-70	ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES	FEB 2006	
2452.237-75	ACCESS TO HUD FACILITIES (DEVIATION)	NOV 2005	
2452.237-77	OBSERVANCE OF LEGAL HOLIDAYS AND CLOSURE OF HUD FACILITIES	FEB 2006	
2452.239-70	ACCESS TO HUD SYSTEMS (DEVIATION)	NOV 2005	
2452.251-70	CONTRACTOR EMPLOYEE TRAVEL	OCT 1999	

I.2 ADDITIONAL FAR CONTRACT CLAUSES INCLUDED IN FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

It is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated (to be determined at time of award) upon which this contract is based.

52.232-25 PROMPT PAYMENT (Oct 2008)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments --*

(1) *Due date.*

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Certain food products and other payments.*

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are --

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (*e.g.*, periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment.)

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless other wise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) *Additional interest penalty.*

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid. (ii) (A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall --

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (*e.g.*, payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment); (ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.hud.gov>
<http://www.hud.gov/offices/cpo/hudar.cfm>
<http://www.arnet.gov/far/loadmainre.html>

HUDAR 2452.237-70 KEY PERSONNEL (FEB 2006)

Definition. "Personnel" means employees of the contractor, or any subcontractor(s), affiliates, joint venture partners, or team members, and consultants engaged by any of those entities.

(b) The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the Contracting Officer. Key personnel shall perform as follows:

Key Personnel – The Contractor will employ a sufficient number of experienced staff dedicated to this contract with technical capabilities to complete the deliverables in a timely, accurate, and concise manner as set forth in the scope of work. Key personnel, including a Contract Manager, Alternate Contract Manager, Operations Manager, Help Desk Manager and subject matter experts will be identified by name and resume in the proposal. Key staff are required that possess the minimum qualifications stated below. Additional points will be awarded for key personnel that possess the minimum plus one or more of the preferred qualifications. Should there be a change in key personnel during the contractual relationship, the Contractor will guarantee that the replacement will meet or exceed the capabilities required to accomplish the tasks set forth in this contract, and the change must be approved by HUD prior to starting work. At the Contractor's discretion, more than one of the skill sets listed below may be filled by one person, however, if that person leaves the contract, all skill sets possessed by that person must be replaced. The Contractor will immediately notify the GTR upon termination of any employee with security access to HUD systems. The Contractor will never indicate that it represents HUD; instead, it will clearly state that it is under contract with HUD.

Project Management

The Contract Project Manager for this PWS shall possess a minimum of five years experience in management of projects similar in size and scope to this requirement. Each of the remaining key Project Management (PM) contractors (includes Alternate Contract, Operations and Help Desk managers) for this PWS shall possess a minimum of three years experience in management of projects similar in size and scope to this requirement.

The subject matter experts described below may be filled by the Project Management contract staff members listed above, or by separate contract staff members.

Accounting

The key Accounting contractor for this PWS shall possess skills in Federal Accounting that include the following minimum qualifications, and will provide oversight for the contractor's accountants supporting the three program areas:

- Strong accounting background
- Certified Public Accountant
- System accounting experience
- Technical writing skills

In addition to the minimum qualifications, it is preferred that the key Accounting contractor possesses the following skill set:

- Knowledge of FEDGAAP accounting
- Knowledge of credit reform accounting
- Knowledge of USSGL
- Knowledge of Housing programs, especially the HECM program

Claims

The key Claims contractor for this PWS shall at a minimum possess skills that include the following qualifications:

- Experience with one or more data management platforms
- Proficiency in Access and Excel
- Knowledge of gathering business requirements
- Communication skills both written and verbal
- Analytic and problem solving skills
- Business-related Bachelors Degree or three years of business-related experience

In addition to the minimum qualifications, it is preferred that the key Claims contractor possesses the following skill set:

- Training and experience in mortgage claim processing
- Knowledge of HECM (reverse) claims and servicing processes
- Knowledge of statistical analysis

Insurance-in-force Servicing

The key Insurance-in-force Servicing contractor for this PWS shall possess the following minimum qualifications:

- Three years work experience in loan origination and/or servicing home equity conversion mortgages (for loan origination and servicing experience to be deemed acceptable, the experience had to be acquired or performed under the direction of an FHA-approved lender with origination and/or servicing responsibilities; alternatively, training from HUD or a reputable reverse mortgage organization and/or company is required)
- Knowledge of statutory and regulatory directives, HUD handbooks, and mortgagee letters that are used to originate and service home equity conversion mortgages
- Knowledge of FHA's current MIP remittance policy and process
- Ability to effectively manage workload under tight deadlines
- Experience with conducting training and preparing training materials

In addition to the minimum qualifications, it is preferred that the key Insurance-in-force Servicing contractor possesses the following skill set:

- Successful management of a reverse mortgage department for a minimum of two years
- Experience interpreting and communicating FHA policy guidance to internal and external personnel

- Experience remitting MIP and recalculating loan payment plan changes
- Skill with using FHA automated systems for originating, endorsing, and servicing FHA loans

Notes Servicing

The key Notes Servicing contractor for this PWS shall possess the following minimum qualifications:

- General knowledge of the full HECM lifecycle
- Basic knowledge of HECM FHA-insured servicing
- Skill in identifying and documenting business requirements
- Technical writing skills
- Ability to provide technical guidance to non-technical customers
- Excellent inter-personal communication skills, both written and verbal
- Ability to provide senior-level analytical and problem-solving skills when addressing and resolving issues
- Flexibility in working with a wide array of business partners (management and staff)
- Ability to work under pressure
- Ability to assess possible SP impacts, and recommend technical solutions for any pending FHA policy

In addition to the minimum qualifications, it is preferred that the key Notes Servicing contractor possesses the following skill set:

- Industry or FHA Training and specialized experience in originating HECMs
- Industry or FHA Training and specialized experience in servicing HECMs
- Knowledge of requirements for assignment of HECMs
- Basic understanding of FHA mortgage insurance as it relates to loan termination and the HECM claims process
- Current on all HECM-related HECM policies (mortgagee letters), HECM loan servicing procedures, and issues related to HECMs
- Ability to assist in developing training materials relative to HECM servicing and the SP solution

Reporting

The key Reporting contractor for this PWS shall at a minimum possess skills that include the following qualifications:

- Experience with one or more data management platforms
- Proficiency in writing SQL scripts
- Some knowledge of the data management lifecycle
- Some knowledge of relational data modeling
- Some knowledge of gathering business requirements
- Technical writing skills
- Communication skills both written and verbal
- Analytic and problem solving skills
- Related Bachelors Degree or three years of related business experience

In addition to the minimum qualifications, it is preferred that the key Reporting contractor possesses the following skill set:

- Training and experience in developing BI reports
- Knowledge of dimensional modeling
- Knowledge of statistical analysis

(End of clause)

HUD AGENCY-SPECIFIC(AS) CLAUSE 1301 INCORPORATION OF SUBCONTRACTING PLAN

The Contractor's approved subcontracting plan will be a material part of this contract and will be incorporated by reference.

AS 1302 POSTAWARD CONFERENCE

The contractor shall be required to attend a post-award conference in person or via teleconferencing. The conference will be held at HUD Headquarters. The Contracting Officer or designee will notify the contractor of the date and time of the conference.

CONTRACTOR PERFORMANCE SYSTEM (CPS)

The Contractor shall register for the Contractor Performance System (CPS). The system is used to evaluate the Contractor's performance under this contract on a yearly basis. Contractors who currently are registered in CPS need not re-register.

The following is the website for registration for contractors:

http://ocm.od.nih.gov/cdmp/cps_contractor.htm

Access to the system, after obtaining a username and password, is at the following address:

<https://cpscontractor.nih.gov/>

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NO. NUMBER	TITLE	DATE	PAGES
1	Solicitation Cover Letter	06/08/09	2 pages
2	Performance Work Statement	05/19/09	67 pages
3	Past Performance Survey	4/11/08	6 pages
4	Sample Cover Letter	-	1 page

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

Annual Representations and Certifications (Feb 2009)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is **519190**. (2) The small business size standard is

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.
- (xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
- (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
- (2) The following certifications are applicable as indicated by the Contracting Officer:
- [Contracting Officer check as appropriate.]
- ___ (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.
- ___ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.
- ___ (iii) 52.219-22, Small Disadvantaged Business Status.

- ___ (A) Basic.
___ (B) Alternate I.

- ___ (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
___ (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
___ (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.
___ (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
___ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.
___ (ix) 52.227-6, Royalty Information.
___ (A) Basic.
___ (B) Alternate I.
___ (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision noted in L.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE.

NUMBER	TITLE	DATE
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.215-20	REQUIREMENT FOR COST OR PRICING DATA	OCT 1997
	OR INFORMATION OTHER THAN COST OR PRICING DATA	
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION	OCT 2000
	PROGRAM--TARGETS	
2452.209-70	POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST	FEB 2000
2452.219-70	SMALL BUSINESS SUBCONTRACTING PLAN	FEB 2006
2452.233-70	REVIEW OF CONTRACTING OFFICER PROTEST DECISION	FEB 2006

L.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates the above solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address (es):

<http://www.arnet.gov/far>

<http://www.hud.gov>

<http://www.hud.gov/offices/cpo/hudar.cfm>

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

It is anticipated that the award from this solicitation will be a firm-fixed price type contract with a period of performance of one base year, and four one-year option years; (See Business Proposal Instructions). The anticipated award will be made on or before 9/30/09.

L.4 SUBMISSION OF PROPOSAL**A. Due Date/Time: July 10, 2009 at 2:00p.m. Eastern Standard Time (EST)**

NOTE: Offers received after this specified date and time will be considered late and will not be evaluated.

B. Instructions for Submission of Proposals:

52.215-1 -- Instructions to Offerors -- Competitive Acquisition.

Instructions to Offerors -- Competitive Acquisition (Jan 2004)

(a) *Definitions.* As used in this provision --

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.”

“In writing,” “writing,” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

Alternate I (Oct 1997). As prescribed in [15.209\(a\)\(1\)](#), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:

(f)(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

Alternate II (Oct 1997). As prescribed in [15.209](#)(a)(2), add a paragraph (c)(9) substantially the same as the following to the basic clause:

(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

(1) ADDITIONAL PROPOSAL CONTENT AND INSTRUCTIONS

- (a) Offerors are cautioned to review the RFP and ensure that the proposal submitted fully complies with any or all requirements of the RFP.
- (b) Questions concerning this RFP must be submitted via e-mail to the Contracting Officer at jennifer.j.awkard from **June 8, 2009 to June 12, 2009 at 4:00 PM EST.** Offerors shall cite the section, paragraph, and page number of the SOW that their question pertains to. Answers will be provided to all prospective offerors, giving due regard to the proper protection of proprietary information. HUD recommends that offerors ensure that questions are written to enable a clear understanding as to the contractor's issues or concerns with the referenced paragraph. Statements expressing opinions, sentiments, or conjectures are not considered valid inquiries or comments for this purpose and will not receive a response from HUD. Further, offerors are reminded that HUD will not address hypothetical questions aimed toward receiving a potential evaluation decision.
- (c) Responses to RFP questions will be posted on the Federal Business Opportunities website on or about June 18, 2009. **Please Note: The Government may not answer specific questions.**
- (d) Proposals shall be submitted in two volumes as described in L.5 GENERAL INSTRUCTIONS & STRUCTURE FOR VOLUMES I & II. Each of the volumes must be complete in itself so that the evaluation of each volume may be conducted independently, and so that the Technical & Management volume may be evaluated strictly on its own merit. Proposals shall be submitted in the format prescribed in this solicitation. Proposals shall be enclosed in sealed packaging and sent to:

Department of Housing and Urban Development
Office of Chief Procurement Officer, Room 5256
Attn: **Jennifer J. Awkard/Contracting Officer**
451 7th Street, SW
Washington, DC 20410

Offerors shall mark all submittals "MAILROOM DO NOT OPEN, FORWARD UNOPENED TO OCPO." The outside of the package shall clearly indicate the Offeror's name and address, solicitation number, and contents of the package. Hand carried proposals may be delivered. Faxed or emailed proposals are not acceptable. The proposal must be received, at the above address by no later than the date and time specified in this solicitation. Please note that due to recent events, security has become restricted for visitors to the HUD building. You may view the new procedures at the following web site:
<http://www.hud.gov/about/security/imprvdsecurty.cfm>.

- (e) Proposals shall be submitted in an **original and three (3) hard copies, and three (3) CDs of Volumes I/"Technical & Management" Proposal, and an original and three (3) hard copies of Volume II, "Business" Proposal.** Offerors are encouraged to use recycled paper and to use both sides of the paper (see FAR clause 52.204-4). To ensure that each Offeror's proposal is uniformly formatted, the following rules apply for the preparation of
- (f) Volumes I & II. The proposals must be presented in standard folders or three ring binders, which holds 8-1/2" x 11" paper. A page is considered to be one side of a single sheet of 8 1/2" x 11" paper, single spaced, using not smaller than 12 point type font, and having margins at the top, bottom, and sides of the page of no less than one inch in width.

(2) NAICS CODE AND SIZE STANDARD

- (a) The following information is to be used by small business concerns submitting proposals in preparing its Representations and Certifications (See Section K of this RFP), especially in completing the provision entitled, SMALL BUSINESS PROGRAM REPRESENTATION, FAR Clause 52.219-1.
- (b) The NAICS code considered relevant to this acquisition is 519190, "All Other Information Services."
- (c) **This procurement is Full and Open Competition. As such, the NAICS code is there to identify small business concerns that may have the capacity to perform similar work that is stated in the PWS.**

(3) 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (Apr 2008)

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the Offeror. For information on obtaining a DUNS number, the Offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The Offeror should be prepared to provide the following information:

Company name.
Company address.
Company telephone number.
Line of business.
Chief executive officer/key manager.
Date the company was started.
Number of people employed by the company.
Company affiliation.

- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an Offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com.

NO FAXED OR EMAILED PROPOSALS WILL BE CONSIDERED

L.5 GENERAL INSTRUCTIONS & STRUCTURE FOR VOLUMES I & II

(1) PROPOSAL STRUCTURE FOR VOLUME I, "TECHNICAL & MANAGEMENT" PROPOSAL

Proposal Structure - The Technical & Management Proposal will consist of a **50- page limitation**. Any portion of the Proposal that exceeds the page limitations will not be evaluated and will be treated in the same manner as late proposals or modifications.

NOTE: The following six items are exempt from the page limitation set forth above:

- (a) The first page of the Technical & Management Proposal will be a title page with only basic information including: the volume name; the solicitation number; the company name of the Offeror; the full name and address designation of HUD of Housing and Urban Development; and the Offeror's position regarding disclosure of proposal data. No pages will be evaluated which are placed before this page.
- (b) The next page(s) shall be the table of contents for the Technical & Management Proposal.
- (c) Any pages used in the proposal solely for the purpose for separating sections of the proposal or as tabs.

- (d) Resumes of key personnel.
 - (e) A signed and dated disclosure certification of any conflicts of interest associated with the proposed work contained in the PWS and your organization, as well as of the proposed subcontractors.
 - (f) Letters of Commitment.
- (2) Pages, which are numbered by the Offeror and designated with a marking such as "Intentionally Left Blank" (or a similar marking), will be counted towards the page limitation. Exhibits, which are included in the Proposal, will be counted towards the page limitation. Each piece of paper used for an exhibit will count as one page. Exhibits are restricted to standard 8-1/2" x 11" paper.**

The Technical & Management Proposal shall be separately bound and organized in the sequence conforming to the required proposal content as described below in item (3) Volume I - Technical & Management Proposal Factors, with the same factor and sub-factor numbering delineated below.

The Offeror shall develop a sound and viable Technical & Management approach addressing all of the factors identified herein. Supplemental information may be provided, but you are subjected to the page limits established herein. If cross-references are needed, page and paragraph numbers should be included. Each factor should be tabbed with the title of that factor. An initial management and work plan will be provided in conjunction with the technical proposal and inclusive of the page limitations.

The proposal must be sufficiently detailed and complete to demonstrate an understanding of and an ability to comply with the requirements of the RFP. The proposal shall demonstrate such understanding and ability in a concise, logical manner, and should not contain superfluous material that is not related directly to this acquisition. General statements that the Offeror "can" or "will comply" with the requirements, that "standard procedures will be used", that "well-known techniques will be used", or that paraphrase the PWS in whole or in part WILL NOT constitute compliance with the requirements concerning the content of the Technical & Management Proposals.

Proposals which merely offer to conduct a program of work in accordance with the Government's PWS will be considered unacceptable and will not be considered further.

The Offeror must submit an explanation of the technical approach and a detailed description of the tasks to be performed to achieve the program objectives. A proposal shall be found unacceptable for failure to conform to the requirements of the RFP. Offerors must demonstrate capability of performing all tasks outlined in Section C of this RFP. Offerors must clearly delineate which tasks the prime Contractor vs. subcontractors will typically perform.

Technical Evaluation:

Proposals will be technically evaluated in accordance with the evaluation factors, and order of relative importance as described in SECTION M - Evaluation Factors for Award of this solicitation.

Oral Presentations;

Only those offerors in the competitive range will present oral presentations. Additional information will be provided to the offerors in the competitive range concerning content and presentations format prior to scheduling the oral presentations. Oral presentation will not be evaluated.

(3)) PROPOSAL STRUCTURE FOR VOLUME I – TECHNICAL PROPOSAL INSTRUCTIONS:

The Offerors' technical proposal shall be organized in a manner to address each technical evaluation factor for award. Offerors' are reminded that the contract award decision will be based on an evaluation of an Offeror's complete proposal submission with respect to the evaluation factors: All evaluation factors are listed under Section M.4 (in descending order of importance).

COMPARATIVE IMPORTANCE OF PROPOSALS

You are advised that paramount consideration shall be given to the evaluation of technical proposals. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The relative importance of the evaluation factors are specified in SECTION M of this solicitation. However, the Government reserves the right to make an award to the best advantage of the Government, cost and other factors considered.

(4) PROPOSAL STRUCTURE FOR VOLUME II - "BUSINESS" PROPOSAL

Your Business Proposal shall contain a table of contents and be bound separately and organized in the sequence conforming to the required proposal content as described below. A complete, signed copy of SF 33, Solicitation, Offer and Award, Section K, Representations and Certifications, other fill-in clauses/provisions, and a **Subcontracting Plan (if any)**, are required.

Each Offeror is to submit a separate and complete Business Proposal, to include all proposed fixed prices to successfully accomplish the requirement as describe in Section B. It shall include any required supporting information that is responsive to the RFP requirements. Failure to submit pricing data in the format required by this section and Section B, in particular, may result in an Offeror's proposal being eliminated from this competition. Provide sufficient detail that explains how you arrived at the final fixed prices.

In order to more easily evaluate the proposals, Offerors are requested to submit detailed price tables in accordance with Section B.

Unless otherwise specified, the price should be for each base and option period of the contract and include all costs, including subcontractors and consultants.

All costs/prices must be consistent with the Technical Proposal. Names and/or titles should match with text of the Technical Proposal and organization chart, so that persons can be easily identified. The presentation must be consistent.

General Instructions

You must provide the following information on the first page of your Business Proposal:

1. Solicitation number;
2. Your name and address;
3. Name, telephone, facsimile number and e-mail address and web address (if applicable) of point of contact;
4. Name of your contract administration office;
5. Proposed overall estimated prices for the Base Period and each Option Year Period of Section B.

L.6 OTHER INFORMATION

Documents, exhibits, and other attachments that form a part of this RFP and will become part of any resultant contract are identified in Section J. Documents and attachments that form a part of this RFP but will not become a part of any resultant contract should not be submitted with the Offeror's proposal. Those documents and attachments to be excluded from the proposal are:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS, & SECTION M - EVALUATION FACTORS FOR AWARD

Section M of this solicitation outlines evaluation factors and their relative importance, and the basis for award determination.

The Contracting Officer reserves the right to request such additional information regarding scheduling, manpower, facilities, and management organization and capabilities as may be necessary to determine the Offeror's qualification for award of a contract or to clarify any aspect of the Proposal.

NOTE: Government Obtained Information. 1. The Government reserves the right to verify/follow-up on any of the information presented in Volumes I & II of the proposal. The Government may supplement the data provided in the proposal through attainment of DCAA or other Government audits, available industry market rates for labor and overhead, etc.

The Government is looking to you to provide your best approach and recommendations for the staffing and resources to perform the effort. As stated above, the Government will select the Offeror that provides the **best value** to the Government to complete this effort based on their proposal submitted in response to this RFP.

If, at any stage in the procurement the most highly rated technical proposals are determined to be technically equal and acceptable technical proposals, *then price will become the effective factor in determining which Offeror represents the best value.*

L.7 SMALL BUSINESS SUBCONTRACTING COMMITMENTS & GOALS

In accordance with FAR Part 19.702 and HUDAR 2452.219-70, the Contractor shall provide the maximum practicable subcontracting opportunities to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. HUD's subcontracting goals for the current fiscal year are provided below and are expressed as percentages of the total value of the contract.

Extent to which the Offeror's proposal contributes to HUD's Small Business Contracting goals.

Socio-Economic Status of the Vendor shall be considered for award with the goal of achieving one of the Agency's socio-economic goals to increase small business participation as prime contractors. HUD is strongly committed to ensuring that small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, disadvantaged businesses, women-owned and 8(a) small businesses have maximum opportunities to participate as prime contractors. A subcontracting plan that contains less than 20% Small Business participation shall be deemed Unsatisfactory.

The subcontracting goals are:

Small Businesses	57%
Small Disadvantaged Businesses (SDB)	5%
Women-Owned Small Businesses (WOSB)	5%
HUBZone Businesses	3%
Service-Disabled Veteran-Owned Small Businesses (SDVOSB)	3%

Rating Criterion: The offeror has team members that contribute to HUD's Small Business goals.

L8 BASIS OF CONTRACT AWARD

In accordance with FAR 15.101-1(a), the Government has determined that, when evaluating proposals, that the tradeoff process is appropriate. Award shall be made to the Offeror that is deemed responsible in accordance with FAR 9.104 whose proposal conforms to the solicitation's requirements, and is judged to represent the overall **best value** to the Government. **Best value** is represented by the most advantageous offer, price and technical factors considered. Such offer may not necessarily be the proposal offering the lowest price or receiving the highest technical rating. The Government will evaluate each proposal using the following evaluation factors listed in descending order of importance.

R-OPC-23426

Factor 1: Offeror's technical approach to provide for the functionality specified in the Statement of Work that delivers the best value to the Government.

Factor 2: Offeror's demonstrated ability to properly staff the project for the duration of the contract with key personnel that have the relevant experience detailed in the Statement of Work. Resumes and letters of commitment are included for all key personnel.

Factor 3: Demonstrated ability to effectively and efficiently manage the proposed contract.

Factor 4: Past Performance - Offeror's demonstrated record, as confirmed by references, of successful past performance for work that is the same as, or substantially similar to the scope and complexity required by the contract.

In the event that the Offeror does not have past performance history, the Evaluation Factor rating will be rated as neutral.

Factor 5: Extent to which the Offeror's proposal meets the CMMI requirement

Rating Criteria: The offeror possesses SEI Capability Maturity Model Integration (CMMI) Level II certification for Services (CMMI-SVC) or Development (CMMI-DEV) at proposal submission with preference points given during the evaluation if the company has CMMI Level III certification in either model. Additional points will be given if the company has the Level III certification in more than one model.

Factor 6: Extent to which the Offeror's proposal contributes to HUD's Small Business Contracting goals.

Socio-Economic Status of the Vendor shall be considered for award with the goal of achieving one of the Agency's socio-economic goals to increase small business participation as prime contractors. HUD is strongly committed to ensuring that small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, disadvantaged businesses, women-owned and 8(a) small businesses have maximum opportunities to participate as prime contractors. A sub-contracting plan that contains less than 20% Small Business participation shall be deemed Unsatisfactory.

The subcontracting goals are:

Small Businesses	57%
Small Disadvantaged Businesses (SDB)	5%
Women-Owned Small Businesses (WOSB)	5%
HUBZone Businesses	3%
Service-Disabled Veteran-Owned Small Businesses (SDVOSB)	3%

Rating Criterion: The offeror has team members that contribute to HUD's Small Business goals.

Factor 7 Price/Cost - All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

R-OPC-23426

Thus, non-price factors are highly important however, as the Offerors become more equal in non-price merit, the importance of price to the evaluation decision will increase. The Government shall award a contract to the Offeror who represents the best overall value to the Government.

THE GOVERNMENT RESERVES THE RIGHT TO MAKE AWARD OF THE RESULTING CONTRACT ON INITIAL PROPOSALS.

IN ACCORDANCE WITH FAR 15.306(c)(2), THE CONTRACTING OFFICER MAY LIMIT THE NUMBER OF PROPOSALS IN THE COMPETITIVE RANGE TO THE GREATEST NUMBER THAT WILL PERMIT AN EFFICIENT COMPETITION AMONG THE MOST HIGHLY RATED PROPOSALS.

L.9 RESPONSIBILITY SURVEY

Offerors who are selected to remain in the competitive range may be required to submit additional information with their Final Proposal Revisions. At a minimum, the Offeror will be required to provide current audited financial statements and evidence of financial capability to perform. If an award is made without discussions, the Offerors selected for award will be required to submit the information prior to award of any contract. A responsibility determination will be made prior to award pursuant to FAR 9.104-1.

L.10 52.233-2 SERVICE OF PROTEST (Sep 2006))

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address and Mailing Address:

U.S. Department of Housing and Urban Development (HUD)
Office of the Chief Procurement Officer
Jennifer J. Awkard
Contracting Officer
451 Seventh Street, SW, Room 5256
Washington DC 20410-3000

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.11 AS 2112 SPECIAL INSTRUCTION REGARDING LOBBYING DISCLOSURES

If the bidder/offeror is required to complete an SF-LLL, Disclosure of Lobbying Activities (see FAR 52.203-11), the offeror may obtain the form from HUD's internet homepage at:

http:/ <http://www.hud.gov/offices/adm/hudclips/forms/files/sflll.pdf>

SECTION M – EVALUATION FACTORS FOR AWARD**M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at L.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE in Section L of this solicitation. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/vffara.htm>

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 AS 2301 RELATIVE IMPORTANCE OF TECHNICAL EVALUATION FACTORS TO COST OR PRICE

For the purposes of evaluation of offers and the selection of the Contractor under this solicitation, the combined relative merit of the Offeror's technical & management proposal as evaluated in accordance with the technical evaluation factors listed herein shall be considered significantly more important than the cost or price. While the proposed cost or price will not be assigned a specific weight, it shall be considered a significant criterion in the overall evaluation of proposals.

M.3 EVALUATION PROCESS

This procurement will be evaluated as follows:

A. Volumes I: TECHNICAL & MANAGEMENT PROPOSAL

The Offerors' proposal shall be in the form prescribed in Section L of this solicitation and shall contain a response to each of the areas identified which affects the evaluation factors for award. The contract award decision will be based on an evaluation of an Offeror's complete proposal submission with respect to the evaluation factors that will be subject to evaluation: Evaluation factors are listed in descending order of importance under M.4

B. Volume II: BUSINESS PROPOSAL - Offers found to be technically acceptable will undergo a price analysis to determine price reasonableness.

In accordance with FAR 15.404, the objective of proposal analysis is to ensure that the final agreed-to-price is fair and reasonable. Also, price analysis is the process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit in an offeror's proposal.

In order to more easily evaluate the proposals, Offerors are requested to submit detailed price tables in accordance with Section B. Unless otherwise specified, the price should be for each base and option period of the contract and include all costs, including subcontractors and consultants. All costs/prices must be consistent with the Technical Proposal. Names and/or titles should match with text of the Technical Proposal and organization chart, so that persons can be easily identified. The presentation must be consistent.

PRICE EVALUATION:

A price analysis of the total contract price including base and all option years

The price analysis will be performed employing techniques and procedures to ensure a fair and reasonable price in accordance with **FAR 15.404-1(b)(2)**. Specifically, the below techniques will be utilized:

- (a) Comparison of proposed prices received in response to the solicitation;
- (b) Comparison of proposed prices with independent Government cost estimate;
- (c) Analysis of pricing information provided by the offeror.

C. As identified in Section L.4, GENERAL INSTRUCTIONS & STRUCTURE FOR VOLUMES I & II, Proposal Content, all technical evaluation factors, when combined, are significantly more important than cost.

D. If, at any stage in the procurement the most highly rated technical proposals are determined to be technically equal and acceptable technical proposals, *then price will become the effective factor in determining which Offeror represents the best value*. Offerors are cautioned not to minimize the importance of the Business Proposal since award will be made on a best value basis.

E. Each proposal submission as well shall stand-alone and be evaluated on its own merits.

F. Offerors shall be capable of performing all tasks outlined in Section C of the RFP. Inability to perform all tasks may be the basis for disqualification from contract award. Offerors must clearly delineate which tasks the prime Contractor vs. subcontractors will typically perform.

G. In conducting the evaluation, the Government may use past performance information provided by the Offeror in its proposal as well as past performance information obtained from other sources. While the Government may elect to consider information obtained from other sources, the burden of providing thorough and complete information rests with the Offeror.

H. The quality of the Offeror's response and adherence to solicitation response requirements and/or restrictions are considered reflective of the manner in which the Offeror could be expected to conduct business and shall be given due consideration throughout the evaluation process.

I. Offeror submissions exceeding either the overall page limitation or any individually identified page limitation in this solicitation shall not be considered beyond the page limitations set forth in Section L.

THE GOVERNMENT RESERVES THE RIGHT TO AWARD WITHOUT DISCUSSIONS.

M.4 TECHNICAL & MANAGEMENT PROPOSAL EVALUATION CRITERIA

Factor 1: Offeror's technical approach to provide for the functionality specified in the Statement of Work that delivers the best value to the Government.

Rating Criterion: Offeror's proposal provides a detailed description of how offeror intends to perform the work required under the proposed contract as specified in the required Statement of Work (SOW). NOTE: A capability statement is **not** acceptable and will not be considered a valid response in connection with this factor.

Factor 2: Offeror's demonstrated ability to properly staff the project for the duration of the contract with key personnel that have the relevant experience detailed in the Statement of Work. Resumes and letters of commitment are included for all key personnel.

Rating Criterion: Proposal provides the names, position descriptions and information to support the qualifications – including relevant experience, specialized training and education – of all proposed key personnel (see the clause entitled "Staffing and Key Personnel" in this solicitation for further definition). The term "personnel" shall include any proposed consultants and subcontractor employees who will perform duties of key personnel.

Factor 3: Demonstrated ability to effectively and efficiently manage the proposed contract.

Rating Criteria: Offeror's proposal provides a clear, logical plan for organizing the tasks, and describes lines of authority and responsibility of key personnel and management.

Staffing plan reflects the proposed approach, and all labor is described in number of hours and type required per task.

The offeror's internal controls provide for thorough, but efficient, quality control of the offeror's work. All subcontracted work is identified, and either a subcontractor is proposed or the method of selecting a subcontractor is described.

Factor 4: Past Performance - Offeror's demonstrated record, as confirmed by references, of successful past performance for work that is the same as, or substantially similar to the scope and complexity required by the contract.

In the event that the Offeror does not have past performance history, the Evaluation Factor rating will be rated as neutral.

Rating Criterion: Proposal clearly demonstrates offeror's past performance experience, i.e., how well offeror has performed in accomplishing work – including meeting delivery dates and schedules – the same as, or substantially similar to, that required by the solicitation in the past. In support of such experience, offeror has provided three references, which include (among other things): 1) name, address and telephone number of government agency for which similar work was performed;

2) point of contact name (including name, telephone number and e-mail address); and 3) description of work performed, duration, cost and outcomes.

Factor 5: Extent to which the Offeror's proposal meets the CMMI requirement

Rating Criteria: The offeror possesses SEI Capability Maturity Model Integration (CMMI) Level II certification for Services (CMMI-SVC) or Development (CMMI-DEV) at proposal submission with preference points given during the evaluation if the company has CMMI Level III certification in either model. Additional points will be given if the company has the Level III certification in more than one model.

Factor 6: Extent to which the Offeror's proposal contributes to HUD's Small Business Contracting goals.

Socio-Economic Status of the Vendor shall be considered for award with the goal of achieving one of the Agency's socio-economic goals to increase small business participation as prime contractors. HUD is strongly committed to ensuring that small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, disadvantaged businesses, women-owned and 8(a) small businesses have maximum opportunities to participate as prime contractors. A sub-contracting plan that contains less than 20% Small Business participation shall be deemed Unsatisfactory.

The subcontracting goals are:

Small Businesses	57%
Small Disadvantaged Businesses (SDB)	5%
Women-Owned Small Businesses (WOSB)	5%
HUBZone Businesses	3%
Service-Disabled Veteran-Owned Small Businesses (SDVOSB)	3%

Rating Criterion: The offeror has team members that contribute to HUD's Small Business goals

Factor 7: Price/Cost - All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. Thus, non-price factors are highly important however, as the Offerors become more equal in non-price merit, the importance of price to the evaluation decision will increase. The Government shall award a contract to the Offeror who represents the best overall value to the Government.

M.5 EVALUATION OF OFFERORS WITHOUT PAST PERFORMANCE

(a) HUD will evaluate the past performance of all Offerors. That evaluation will consider the performance of the Offeror as a business entity (“corporate” performance) as well as the following information:

- (1) Proposed key personnel (Refer to Section I, Clause 2452.237-70);
- (2) Proposed mentor protégés, teaming/joint venture partners or subcontractors who will perform major or critical aspects of the resultant contract; and,
- (3) The Offeror’s predecessor company (ies), if any.

(b) Offerors who have no past performance history information (including the information listed above) or whose past performance information is unavailable will receive neither a favorable nor unfavorable evaluation for this factor.

M.6 CHECKING OFFEROR PROVIDED REFERENCES

The Offeror shall identify two (2) to three (3) contracts, either on-going or completed within the past five (5) years that demonstrate performance relevant to the solicitation requirements. If the Offeror has multiple segments (such as divisions, groups, units), the Offeror must provide the most recent contracts performed by the segment that will perform the proposed contract. Contracts for State and local governments, private sector clients, and subcontracts that are similar to the solicitation requirements will be evaluated equally with similar Federal contracts.

The Offeror may submit information on key personnel, major subcontractors, similar work performed as part of a team or joint venture, or similar work performed as part of a predecessor organization. The Offeror is encouraged to discuss any negative performance issues that occurred during performance of the identified contracts and any corrective actions taken.

For each identified federal contract, the Offeror must specify the predominant product or service provided under the contract, the contract value, the contract award date, the contract completion date, and the name, title, address, telephone number, fax number, and e-mail address (if available) of a person familiar with the Offeror’s performance. For each identified non-federal contract, the Offeror must identify the predominant product or service provided under the contract, the contract value, and the names, titles, addresses, telephone numbers, fax numbers, and e-mail addresses (if available) of at least two people familiar with the Offeror’s performance.

In addition, the Offeror shall prepare a cover letter to each of these references using the format in Section J, Sample Cover Letter (See attachment in Section J) to this solicitation, and shall prepare a “Past Performance Evaluation Survey” form (See Attachment in Section J) to this solicitation for each reference to complete (the Offeror is to complete the “From” block and blocks 1, 2, and 3 of each evaluation survey form), and attach the appropriate evaluation survey form to the cover letter. The Offeror is to provide the fax number for each reference on the cover letter and submit the cover letter and evaluation survey forms with the proposal. Neither the information provided on the references, the letters, nor the evaluation survey forms will be considered “pages” although there is a page limitation placed on the length of proposals.

NOTE: The Contracting Officer will send the signed letter and evaluation survey forms to the appropriate reference. Only those references that are returned to the Contracting Officer by the due date will be considered. In addition, when evaluating the Offeror's past performance, the Contracting Officer is not restricted to information obtained from the references but also may use information obtained from other sources.

If the Contracting Officer obtains a "marginal" or "unacceptable" rating from a reference, or negative past performance information from any other source on which the Offeror has not had a previous opportunity to comment, the Offeror will be afforded the opportunity to comment on the negative information. If the Offeror is considered one of the most highly rated and satisfactorily addresses negative performance, the negative performance will not be considered in the past performance rating.

If the Offeror is a new entity and none of its principals have ever performed work for others that is similar to the requirements in this solicitation, the Offeror will be given a neutral evaluation for the factor of past contract performance.

M.7 SMALL BUSINESS SUBCONTRACTING COMMITMENTS & GOALS

In accordance with FAR Part 19.702 and HUDAR 2452.219-70, the Contractor shall provide the maximum practicable subcontracting opportunities to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. HUD's subcontracting goals for the current fiscal year are provided below and are expressed as percentages of the total value of the contract.

HUD Subcontracting Goals:

Up to 57%- Small Business

Within that total, the following subordinate goals shall apply:

5% - Small Disadvantaged Business

5% - Women-Owned Small Business

3% - Service-Disabled Veteran-Owned Small Business

3% - HUBZone Small Business

M.8 RISK ASSESSMENT (NON-COST/PRICE)

a. Risk Assessments consider each Offeror's likelihood of success in performing the requirements stated in the solicitation. Risk issues arise due to such factors including, but not limited to: unknowns, weaknesses, areas of little or no relevant experience and/or business uncertainty issues, such as pending corporate acquisitions, mergers, organizational or leadership changes, business volume drop-offs, program or contract terminations, etc. Evaluators will assign a proposal risk assessment rating (LOW, MODERATE, HIGH) to each Offeror's proposal at the Evaluation Factor level and to the proposal as a whole.

b. Risk Standards: The following definitions or standards for risk will be used:

PERFORMANCE RISK	DESCRIPTION
LOW	Little doubt exists that the Offeror will successfully perform the required effort. Normal Contractor effort and normal Government monitoring will probably minimize any difficulties.
MODERATE	Some doubt exists that the Offeror will successfully perform the required effort. Special Contractor emphasis and close Government monitoring may be able to overcome difficulties.
HIGH	Substantial doubt exists that the Offeror will successfully perform the required effort. Risk may be unacceptable even with special Contractor emphasis and close Government monitoring.

M.9 BASIS OF CONTRACT AWARD

In accordance with FAR 15.101-1(a), the Government has determined that when evaluating proposals that the tradeoff process is appropriate when evaluating proposals. The Offerors' total evaluated price will be traded off against the Offerors' technical (non-price) portion of the proposal, to determine the overall **best value** to the Government.

Award shall be made to the Offeror that is deemed responsible in accordance with FAR 9.104 whose proposal conforms to the solicitation's requirements, and is judged to represent the overall **best value** to the Government. **Best value** is represented by the most advantageous offer, price and technical factors considered. Such offer may not necessarily be the proposal offering the lowest price or receiving the highest technical rating

The Government will evaluate each proposal using the evaluation factors listed in M.4, descending order of importance.

In accordance with FAR 15.306(b), HUD may have communications with Offerors before establishing the competitive range. If oral discussions are necessary, they will be held in accordance with FAR 15.102(d). After establishing the competitive range, HUD may conduct exchanges of information (discussions/negotiations). After exchanges are completed, Offerors in the competitive range will be requested to submit Proposal Revisions or Final Proposal Revisions (FPR). Upon submission and evaluation of the FPR, the selection decision will be made and one (1) contract will be awarded.

R-OPC-23426

THE GOVERNMENT RESERVES THE RIGHT TO MAKE AWARD OF THE RESULTING CONTRACT ON INITIAL PROPOSALS.

IN ACCORDANCE WITH FAR 15.306(c)(2), THE CONTRACTING OFFICER MAY LIMIT THE NUMBER OF PROPOSALS IN THE COMPETITIVE RANGE TO THE GREATEST NUMBER THAT WILL PERMIT AN EFFICIENT COMPETITION AMONG THE MOST HIGHLY RATED PROPOSALS.

M.10 SINGLE AWARD

The Government intends to award a single firm-fixed-price contract.